

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

THE FAMILY ROSARY, INC.

Plaintiff,

- against -

BOWDOIN CONSTRUCTION CORP.
ST. PAUL FIRE & MARINE INSURANCE
COMPANY,

Defendant.

FILED
IN CLERK'S OFFICE

2004 OCT 14 A 11:21

STIPULATION OF DISTRICT COURT
SETTLEMENT AND DISCONTINUANCE

Civil Action No.
CA No. 30277 DPW

It is hereby stipulated and agreed, by and between the undersigned, the parties and attorneys of record to the above entitled action, that the above entitled action is settled and discontinued upon the following terms and conditions:

1. The purpose of this settlement is to address the construction related roof issues, presented in this action, and part of the construction of the new building in Brockton, Massachusetts ("Facility") consisting of approximately 22,000 feet for The Family Rosary, Inc., ("Family Rosary"), as owner, by Bowdoin Construction Corp. ("Bowdoin") as contractor, and St. Paul Fire & Marine Insurance Company ("St. Paul"), as surety.

2. Bowdoin shall remove and replace the entire southern side of the roof of the Facility ("the Repaired Area"), which comprises approximately one-half of the total asphalt shingle roof, including removing the existing shingles, cutting out and replacing any warped plywood, securing the plywood (both existing and replaced) with fasteners designated by Lance Robson, AlA, the architect engaged by the owner, ("Project Architect"), installing water shield as specified in the construction

contract, and replacing the asphalt shingles, , including the provision of all necessary labor and materials in compliance with the project specifications ("the Repairs"). The Repairs will not include any work to the soffit vents.

3. The labor, material, and fastening system for the Repaired Area shall be reviewed and approved by the Project Architect. The Project Architect or Family Rosary shall keep a representative on the project site on a daily basis while the Repairs are being performed who shall inspect and approve or reject the Repairs on a daily basis. Upon the completion of the Repairs, provided they have been satisfactorily performed, the Project Architect shall certify that the Repairs have been properly performed.

5. In addition to the applicable manufacturer's warranty, Bowdoin, as obligor, shall provide Family Rosary, as obligee, a three-year warranty bond that can be extended for two additional years, reasonably satisfactory as to form and content, insuring against defects in materials and workmanship with respect to the portions of the asphalt roof of the Facility not included in the Repaired Areas. Provided, however, that if the Repaired Areas experience problems similar to those that have occurred prior to the date hereof, Bowdoin shall have no responsibility for repairing any such problems on the Repaired Areas or on the remainder of the asphalt roof of the Facility, and the bond provided under this paragraph shall be void and of no further recourse. If the Repaired Areas experience problems similar to those that have occurred prior to the date hereof, Family Rosary shall reimburse Bowdoin for all unreimbursed costs incurred by Bowdoin in performing the Repairs.

6. In addition to the bond, Bowdoin, as guarantor, shall provide Family Rosary a five-year corporate guaranty, following the term of the three-year bond plus its extensions, covering defects in the labor and materials in the portions of the asphalt roof of the Facility not included in the Repaired Areas.

7. Family Rosary shall pay Bowdoin the sum of \$15,000.00 upon the delivery of the shingles to the Facility, provided that all of the Repairs with the exception of the installation of the shingles have been satisfactorily performed. The balance of the cost shall be assumed by Bowdoin.

8. Upon the completion of the Repairs, Family Rosary shall pay the contract balance of \$48,332.00 to Bowdoin.

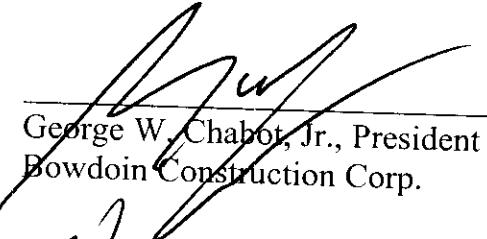
9. This stipulation shall be filed with the Clerk of the Court. Either party may apply to the Court for the enforcement of the provisions of this stipulation.

Dated: September 30, 2004

William J. Riley, Vice President
Operations
The Family Rosary, Inc


Michael L. Costello, Esq.
Tobin and Dempf, LLP
Attorneys for The Family
Rosary, Inc.
33 Elk Street
Albany, NY 12207

Dated: September 28, 2004


George W. Chabot, Jr., President
Bowdoin Construction Corp.


Warren H. Brodie, Esq.
Attorney for Bowdoin Construction &
St. Paul Fire & Marine Insurance Co.
40 Grove Street
Wellesley, MA 02482